



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 16, 2012

CBCA 2559-RELO

In the Matter of JAMES R. LINDER

James R. Linder, Emerald Isle, NC, Claimant.

Maurice Buchanan, Chief of Staff, United States Army Installation Management Command, Atlantic Region, Department of the Army, Fort Eustis, VA, appearing for Department of the Army.

DRUMMOND, Board Judge.

Claimant, Mr. James R. Linder, contests the Department of the Army's (agency) refusal to grant him an extension of the period of eligibility for actually-incurred temporary quarters subsistence expenses (TQSE) beyond the initial sixty days granted.

In 2011, the agency authorized claimant a permanent change of station (PCS) in the interest of the Government from Fort McPherson, Georgia, to Fort Eustis, Virginia. As part of the transfer, the agency authorized claimant to receive actually-incurred TQSE for a total period of sixty days, with that expiring on August 6, 2011. Claimant had difficulty finding a suitable residence by the initial date and sought a twenty-six day extension, while on a waiting list for a particular apartment. The agency denied his request for an extension, concluding that claimant had failed to demonstrate a compelling reason that justified the extension.

Claimant is a member of a collective bargaining unit. If a claim concerning travel or relocation expenses is subject to resolution under the terms of a grievance procedure mandated within a collective bargaining agreement (CBA), this Board lacks authority to settle the claim using our administrative procedures, unless the agreement explicitly and unambiguously excludes the claim from its procedures. *Margaret M. Lally*, CBCA 791-

TRAV, 07-2 BCA ¶ 33,713; *Carla Dee Gallegos*, GSBCA 14609-RELO, 99-1 BCA ¶ 30,300.

This case alleges the misapplication of a regulation affecting a condition of employment, so it is a grievance subject to the CBA.

Although the CBA contains a provision which specifically excludes various matters from the agreement's grievance procedures, none of these matters includes allegations of misapplication of travel and relocation regulations. Consequently, claimant may only use the agreement's procedures, not the Board's, for resolving his claim. We conclude that the Board is without authority to resolve this claim. *Daniel T. Garcia*, CBCA 2007-RELO, 10-2 BCA ¶ 34,468.

This claim is dismissed.

JEROME M. DRUMMOND
Board Judge